

**Assumption of Risk and Release of Liability**  
**by Me, My Personal Representatives, Heirs, Estates, and Assigns**

In consideration of the services of Sheltoewe Trace Outfitters, their officers, agents, employees, stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "STO"), I agree as follows:

Although STO has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, I acknowledge that this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss of or damage to my equipment, accidental injury or illness, or, in extreme cases, permanent trauma or death. STO does not want to frighten me or reduce my enthusiasm for this activity, but thinks it is important for me to know in advance what to expect and to be informed of the inherent risks.

Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level; risks of falling out of or drowning while in a raft, canoe, funyak, kayak, or tube and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment. The following describes some, but not all, of those risks:

I will inspect all craft and equipment issued to me and will not accept such unless it is in good condition.

I understand that a safety presentation will be given at the beginning of the trip, and that additional safety information may be given as the trip progresses. I understand that I must listen to this safety information, and ask questions if there is anything that I do not understand.

I will wear appropriate footwear in order to protect me as best as practical from broken glass and other objects that I may encounter.

I will retain control of my paddle at all times so as not to cause injury to myself or others. I am aware that my or other's paddles may cause injury.

**I WILL WEAR MY PERSONAL FLOTATION DEVICE (LIFE JACKET) AT ALL TIMES.**

I understand that a personal flotation device (PFD) must be properly worn and adjusted, and that an incorrectly adjusted PFD will not function properly.

I understand that the craft may capsize or that I may come out of the craft, and in that event will keep upstream of any nearby craft. I will keep my feet up to avoid getting my feet stuck between submerged rocks and prevent being pinned between a rock and the craft.

I understand that this activity takes place in a remote location, and that medical facilities are not readily available. Communication and transportation are difficult and sometimes evacuation and medical care may be significantly delayed.

I am aware that there are several Class III - IV rapids and that each rapid poses different hazards at different water levels, and that these rapids must always be approached with care.

I understand that there are various environmental risks, including rapidly rising, deep or cold water; insects, snakes, and other wild animals; falling or rolling rock; lightning and other unpredictable forces of nature, including weather which may change to extreme conditions without notice. Additional risks are hypothermia, frostbite, sunburn, heatstroke, dehydration, and other mild or serious conditions.

I have read and understood this page \_\_\_\_\_ (initial here)  
**(continued on other side)**

(continued from previous side)

I am aware that trees or branches laying in or over water pose a special hazard of persons becoming trapped in the branches underwater and drowning, and I will stay as far away as possible from such a danger.

I understand that alcohol will, and other substances may, impair judgement and reduce my ability to manage the risks of water, land and camping activities. I certify that I am not currently impaired, nor will I become impaired, while participating in on-water activities.

I am aware that this activity entails risks of injury or death to myself. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which STO or its agents is a party shall be in McCreary County, Kentucky.

I understand that STO accepts no responsibility and I accept full responsibility for determining my medical, physical or other qualification or suitability for participating in this activity. I certify that I am fully capable of participating in this activity. I certify that I am at least of the minimum required age required to run this trip. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death, and loss of personal property and expenses thereof as a result of those inherent risks and dangers and of my negligence in participating in this activity.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, estates, and for all members of my family, including any minors accompanying me. I hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify STO from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my use of STO equipment or my participation in STO activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by STO. I acknowledge I am not relying on any oral, written, or visual representations or statements made by STO, including those made in its brochures or other promotional material, to induce me to participate in this activity. I agree that if any part of this agreement is found by a court or other appropriate body to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

If under 18 signature of parent or legal guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

of parent or legal guardian

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

of parent or legal guardian

Raft \_\_\_\_\_ Cumberland \_\_\_\_\_  
Funyai \_\_\_\_\_ Russell Fork \_\_\_\_\_  
Other \_\_\_\_\_ Other (please specify) \_\_\_\_\_

Please check here if you do not want your name added to our mailing list.